



December 19, 2006

Robert Young  
Haley & Aldrich  
800 Connecticut Blvd.  
Suite 100  
E. Hartford, CT 06108-7303

**RECEIVED**

DEC 21 2006

Haley & Aldrich, Inc.

RE: Easement information  
1000' of Terminal

Robert,

As per your request I am forwarding to you copies of the requested easements 100' of the proposed terminal in Sparrows Point.

There are several deeds to go through but I think it should cover all the information that you are looking for.

If you have any questions, or need further assistance, please contact Diane Snyder – R.O.W. supervisor – or me here at the Havre de Grace office. Our office number is 410-942-1235 and we are available from 8am – 5pm, Monday through Friday.

Thank you,

A handwritten signature in black ink, appearing to read 'Dawn Alford', written over a circular stamp.

Dawn Alford  
Admin Assistant



## LINE TABLE

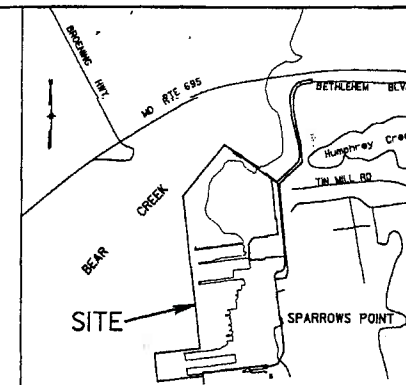
No.	DIRECTION	DISTANCE	No.	DIRECTION	DISTANCE
L1	N 39°15'30" E	1564.93	L25	S 5°07'01" W	137.67
L2	S 54°56'21" W	832.52	L26	N 24°12'19" E	71.14
L3	S 52°13'14" W	327.20	L27	S 76°49'33" W	58.47
L4	S 54°28'58" W	126.50	L28	S 88°29'43" W	27.50
L5	S 83°37'31" W	71.78	L29	S 91°11'10" W	34.89
L6	S 81°32'03" W	71.03	L30	S 41°20'11" W	32.58
L7	S 6°09'14" W	800.98	L31	S 31°44'23" W	24.07
L8	S 82°10'39" W	25.56	L32	S 6°10'44" W	85.29
L9	S 6°01'58" W	380.80	L33	S 9°31'51" W	186.51
L10	S 81°15'30" W	242.37	L34	S 6°52'58" W	596.11
L11	S 29°31'21" W	26.01	L35	S 33°16'17" W	102.39
L12	S 85°31'29" W	297.82	L36	S 18°10'46" W	90.74
L13	S 58°34'40" W	35.41	L37	S 31°33'36" W	58.46
L14	S 7°09'51" W	172.73	L38	S 6°48'00" W	520.75
L15	S 12°17'09" W	58.55	L39	S 26°39'47" W	233.33
L16	S 5°55'38" W	110.24	L40	S 32°48'15" W	39.07
L17	S 81°27'35" W	35.48	L41	S 67°56'44" W	86.38
L18	S 8°30'23" W	17.36	L42	S 73°58'27" W	59.23
L19	S 82°58'34" W	192.24	L43	S 83°20'59" W	98.94
L20	S 5°52'17" W	19.93	L44	N 84°48'42" E	46.80
L21	N 83°18'32" E	122.27	L45	N 65°43'39" E	26.23
L22	N 54°50'06" E	68.96	L46	N 6°25'28" E	16.88
L23	N 83°42'05" E	247.60	L47	S 83°22'05" W	2019.40
L24	N 88°06'04" E	191.08	L48	N 6°44'30" W	3694.37
			L50	N 6°33'43" W	517.46
			L51	N 83°26'25" E	553.33

## GENERAL NOTES

14.) THE ROADS SHOWN HEREON ARE PRIVATE ROADS; NO HIGHWAY RIGHTS OF WAY, WIDENINGS, EASEMENTS, BUFFER AREAS, GREENWAY AREAS OR STORM WATER MANAGEMENT AREAS ARE BEING OFFERED FOR DEDICATION.

## NOTE:

IT IS CERTIFIED THAT THIS PLAT IS IN COMPLIANCE WITH ALL PLANS PREVIOUSLY APPROVED BY THE COUNTY AND BALTIMORE COUNTY COMMENTS ATTENDANT THERETO.



VICINITY MAP  
SCALE 1" = 2000'

## GENERAL NOTES

- STREETS AND/OR ROADS SHOWN HEREON AND THE MENTION THEREOF IN DEEDS ARE FOR THE PURPOSES OF DESCRIPTION ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED TO PUBLIC USE. THE FEE SIMPLE TITLE TO THE BEDS THEREOF IS EXPRESSLY RESERVED IN THE GRANTORS OF THE DEED TO WHICH THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.
- THIS PLAT MAY EXPIRE IN ACCORDANCE WITH THE PROVISIONS OF THE BALTIMORE COUNTY CODE, SECTION 26-216.
- THE RECORDING OF THIS PLAT DOES NOT GUARANTEE THE INSTALLATION OF STREETS OR UTILITIES BY BALTIMORE COUNTY.
- THE INFORMATION SHOWN HEREON MAY BE SUPERSEDED BY A SUBSEQUENT OR AMENDED PLAT.
- ADDITIONAL INFORMATION CONCERNING THIS PLAT MAY BE OBTAINED FROM THE BALTIMORE COUNTY DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT AND THE DEPARTMENT OF PUBLIC WORKS.
- THE RECORDING OF THIS PLAT DOES NOT CONSTITUTE OR IMPLY ACCEPTANCE BY THE COUNTY OF ANY STREET, EASEMENT, PARK, OPEN SPACE OR OTHER PUBLIC AREA SHOWN ON THIS PLAT.
- EXCEPT AS OTHERWISE INDICATED, ALL BUILDING RESTRICTION LINES SHOWN HEREON HAVE BEEN PLACED AS A RESULT OF AN INTERPRETATION ONLY OF CURRENTLY APPLICABLE REGULATIONS AND POLICIES OF THE BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING. EXCEPTIONS TO THESE RESTRICTIONS MAY APPLY.
- THE APPROVAL OF THIS PLAT IS BASED UPON A REASONABLE EXPECTATION THAT THE WATER AND SEWER SERVICE WHICH IS PLANNED FOR THE DEVELOPMENT WILL BE AVAILABLE WHEN NEEDED. HOWEVER, BUILDING PERMITS MAY NOT BE ISSUED UNTIL THE PLANNED WATER AND SEWER FACILITIES ARE COMPLETED AND DETERMINED TO BE ADEQUATE TO SERVE THE PROPOSED DEVELOPMENT.
- HIGHWAY RIGHTS-OF-WAY AND HIGHWAY WIDENING, SLOPE EASEMENTS, DRAINAGE AND UTILITY EASEMENTS, ACCESS EASEMENTS, FOREST BUFFER AREAS IN FEE OR EASEMENT, GREENWAY AREAS IN FEE OR EASEMENT, AND STORM WATER MANAGEMENT AREAS, NO MATTER HOW ENTITLED, SHOWN HEREON, ARE RESERVED UNTO THE OWNER AND, EXCEPT FOR THOSE INDICATED AS PRIVATE, ARE HEREBY OFFERED FOR DEDICATION TO BALTIMORE COUNTY, MARYLAND. THE OWNER, HIS PERSONAL REPRESENTATIVES AND ASSIGNS WILL CONVEY SAID AREAS BY DEED, TO BALTIMORE COUNTY, MARYLAND, AT NO COST, UNTIL SUCH TIME AS SAID CONVEYANCE IS ACCEPTED BY BALTIMORE COUNTY. THE OWNER AUTHORIZES BALTIMORE COUNTY, ITS AGENTS AND ASSIGNS, THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING AND REPAIRING ROADS, UTILITY LINES AND FACILITIES, AND STORMWATER MANAGEMENT PONDS AND FACILITIES.
- DEED REFERENCES: L 3606 F 318, L 987 F 205
- ZONING CASE # 97-378A
- DRC # 02107K, 2-14-97
- THIS PROPERTY IS ZONED MH-1M. THE LOT LINES SHOWN HEREON ARE PROPOSED. THE PURPOSE OF THIS PLAT IS TO CREATE A PARCEL OF LAND ENCOMPASSING THE EXISTING SHIPYARD FACILITIES SO THAT IT MAY BE CONVEYED TO NEW OWNERSHIP.

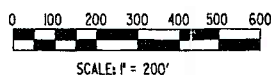
S.M. 69-87  
Filed for record  
S.M. 69 FOLIO 087  
Date JUN 11 1997  
Test: [Signature]  
Clerk

PWA COMPLETED 6-6-97  
FINAL PLAT  
PUBLIC SERVICES 6-6-97  
DEV. DESIGN 6-6-97  
STREETS, NUMBERING 6-6-97  
PLANNING 6-6-97  
LAND ACQUISITION 6-6-97  
ASSESSMENTS 6-6-97  
PARKS & RECREATION 6-6-97

AREA TABULATIONS  
NUMBER OF LOTS = 1  
AREA OF LOT = 226.3575 ACRES  
AREA OF HIGHWAY WIDENING = 0 ACRES  
TOTAL AREA OF PLAT = 226.3575 ACRES

CURVE	RADIUS	ARC	DELTA	CHORD
C1	250.00'	210.63'	48°16'25"	S34°26'25"W 204.46'
C2	185.00'	94.61'	29°16'17"	S09°31'07"W 93.49'
C3	100.00'	91.84'	52°37'23"	S50°30'53"W 88.65'
C4	275.00'	160.61'	33°27'47"	S09°55'52"W 158.34'
C5	30.00'	28.60'	54°37'06"	S54°30'04"W 27.53'

FOR INGRESS, EGRESS EASEMENT  
SEE SHEET 2 OF 2



SCALE: 1" = 200'

APPROVED: [Signature]  
DIR. DEPT. OF ENVIRONMENTAL PROTECTION  
AND RESOURCE MANAGEMENT  
DATE 6-6-97  
APPROVED BY THE DIRECTOR OF PERMITS AND  
DEVELOPMENT MANAGEMENT PURSUANT TO SECTION  
26-215(c), BALTIMORE COUNTY CODE  
[Signature]  
DIRECTOR OF PERMITS AND DEVELOPMENT  
MANAGEMENT  
DATE 6-9-97

NOTE:  
COORDINATES AND BEARINGS SHOWN ON THIS  
PLAT ARE REFERRED TO THE MARYLAND STATE  
GRID MERIDIAN (N.A.D. 83) AND IS BASED  
ON THE FOLLOWING NATIONAL GEODETIC SURVEY  
TRAVERSE STATIONS JVO554 AND JVO556

OWNER  
BETHLEHEM STEEL CORPORATION  
1170 8-TH AVENUE  
BETHLEHEM, PA. 18016-7699  
TAX ACCOUNT NO. 15-02-024000

OWNER'S CERTIFICATE  
THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS  
PLAT, HEREBY CERTIFIES THAT, TO THE BEST OF HIS  
KNOWLEDGE, THE REQUIREMENTS OF SUBSECTION (C) OF  
SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF THE  
ANNOTATED CODE OF MARYLAND HAVE BEEN COMPLIED WITH  
INsofar AS THE SAME CONCERN THE MAKING OF THIS  
PLAT AND THE SETTING OF MARKERS.  
[Signature]  
OWNER: BETHLEHEM STEEL CORPORATION  
BY: SHARON L. SNYDER-COORDINATOR  
DATE 5/29/97

SURVEYOR'S CERTIFICATE  
THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR  
OF THE STATE OF MARYLAND, DOES HEREBY CERTIFY THAT HE IS  
THE SURVEYOR WHO PREPARED THIS PLAT AND THAT THE LAND  
SHOWN ON THIS PLAT HAS BEEN LAID OUT AND THE PLAT THEREOF  
HAS BEEN PREPARED IN COMPLIANCE WITH SUBSECTION (C) OF  
SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF THE  
ANNOTATED CODE OF MARYLAND, PARTICULARLY INsofar AS THE  
SAME CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF  
MARKERS.  
[Signature]  
STEVEN R. WIEHE - R.P.L.S. #10973  
DATE 5/29/97

SURVEYOR'S  
SEAL  
[Seal of Steven R. Wiehe, R.P.L.S. #10973]

WVRA  
JOB NO. 60824  
SCALE 1" = 200'  
DATE MAY 28, 1997  
DRAWN BY MCM  
REVIEW BY: SRW

WHITMAN, REQUARDT & ASSOCIATES  
2315 SAINT PAUL STREET  
BALTIMORE, MARYLAND  
21218  
SHEET 1 OF 2  
SUBDIVISION PLAT  
OF  
PART OF THE PROPERTY OF  
BETHLEHEM STEEL CORPORATION  
SPARROWS POINT PLANT  
15TH ELECTION DIST., BALTIMORE COUNTY, MARYLAND

0012279 284

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT dated the 24<sup>th</sup> day of June, 19 97, by and between  
**BETHLEHEM STEEL CORPORATION**

a Delaware corporation (hereinafter sometimes called the "Grantor"), party of the first part,  
 and **BELL ATLANTIC - MARYLAND, INC.**

a Maryland corporation (hereinafter sometimes called the "Grantee"), party of the second part,

## WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, and of the covenants and agreements on the part of the Grantee to be kept and performed as hereinafter set forth, the Grantor does hereby grant to the Grantee, its successors and assigns, an easement and right of way for the construction, erection, use, operation, repair, maintenance and removal of two (2) cables and all appurtenances thereto together with the right to attach to existing structures of the Grantor, subject to paragraph 13

SAI  
 RDB  
 PMA

(hereinafter sometimes referred to as "the facilities") on, over, across, under or through, as the case may be, those certain lands of the Grantor (hereinafter sometimes referred to as "said lands")

situate in the Fifteenth (15th) Election District in Baltimore County, Maryland, the facilities extend from the Grantee's Sack Box located along Sparrows Point Road in generally a westwardly direction along Seventh Street, Penwood Road, Tin Mill Road, Riverside Drive and Shipyard Road to a tract of land that is identified on the Subdivision Plat dated May 28, 1997, and recorded among the Land Records of Baltimore County, Maryland in Liber 69, folio 87

AGRICULTURAL TRANSFER TAX  
 NOT APPLICABLE

RECEIVED FOR TRANSFER  
 State Department of  
 Assessments & Taxation  
 for Baltimore County

SIGNATURE SAI DATE 7/15/97

SAI 7/15/97  
 Date

all as more fully shown by a heavy dotted line and labeled "facilities" in two sheets  
 numbered C 22921 and dated June, 1997 on the plat or map  
 which is attached hereto and made a part hereof.

TOGETHER WITH the right of ingress and egress to and over said lands and any adjoining lands of the Grantor in so far as necessary for the construction, erection, repair, maintenance or removal of the facilities and the right to trim or cut down any tree which may endanger, or interfere with the use or operation of, any wire, cable or line constituting part of the facilities.

RESERVING to the Grantor, its successors and assigns, the right, and the right to permit others, to use the ground (a) over any facilities buried beneath the surface, (b) between and around any facilities erected on the surface and (c) beneath any facilities suspended or erected above the surface, in so far as such use shall not substantially interfere with or obstruct the easement herein granted; and RESERVING, ALSO, to the Grantor, its successors and assigns, the right, and the right to permit others, to cross over or under the facilities or any part thereof with such electric, telephone, telegraph, water, gas, steam or other lines or pipes and such bridges, railroads, roads or structures as it may construct or permit to be constructed on, over or under said lands.

The aforesaid grant is SUBJECT, HOWEVER, to any and all easements, rights of way, restrictions and encumbrances now affecting said lands or any portion thereof and to any and all mortgages now constituting liens upon said lands, and also to the lien of any and all existing or future mortgages to which the Grantor, its successors or assigns, may at any time hereafter subject said lands; it being the intention, however, that the facilities shall be and remain the sole property of the Grantee and shall not be regarded as fixtures or permanent additions to the freehold.

IN CONSIDERATION of the granting of the foregoing easement and right of way, the Grantee does hereby covenant and agree with the Grantor as follows, and said easement and right of way is hereby granted solely upon and subject to the following terms and conditions:

1. The Grantee shall pay nothing.  
One Dollar (\$1.00).
2. The Grantee shall pay all taxes, charges and assessments levied or assessed upon or in respect of the facilities when and as due and payable, whether assessed with real or personal property of the Grantor or separately. If any such tax, charge or assessment shall be paid in the first instance by the Grantor, the Grantee shall reimburse the Grantor therefor within ten (10) days after written request so to do.
3. If the Grantee shall cut or trim any tree or branch pursuant to the aforesaid grant, the cutting or trimming shall be done in such manner as to cause the least possible damage to the tree and, unless otherwise provided herein, all trees cut down and all branches, trimmings and refuse cut or trimmed from trees shall be burned or otherwise destroyed or removed from said lands.
4. The Grantee shall repair all damage to the fences or structures of the Grantor or of its tenants arising out of the construction, erection, use, operation, repair, maintenance or removal of the facilities and shall promptly pay for any damage or injury of any kind or nature to property of the Grantor or of its tenants arising out of the same.
5. If the Grantee, pursuant to the aforesaid grant, shall do any digging or excavating in connection with the construction, erection, repair or removal of the facilities, then as promptly as possible after such construction, erection, repair or removal, as the case may be, shall have been completed, the Grantee shall fill up the hole, trench or other excavation, remove all excess dirt and restore said lands so far as possible to their original appearance and condition.
6. The construction, erection, use, operation, repair, maintenance and removal of the facilities shall conform to standard practice and shall be done in compliance with all laws, ordinances, rules and regulations of any governmental body having jurisdiction in the premises.
7. In its construction, erection, use, operation, repair, maintenance and removal of the facilities, the Grantee shall not interfere with or damage any electric, telephone, telegraph, water, gas, steam or other line or pipe then in place on any bridge, railroad, building or other structure then constructed. All buried wires and cables constituting part of the facilities shall be sufficiently high above the surface of the ground as not to interfere with the normal use of said lands and shall clear any building or other structure now or hereafter erected on said lands by as much distance as the Grantor may from time to time specify to the Grantee in writing.



8. The Grantee shall keep the Bethlehem Companies free and harmless from and indemnify them against any and all claims for or in respect of injury (including death) or damage of any kind or nature to the person or property of the Bethlehem Companies or of any employee thereof or of any other person caused by or in the course of construction, erection, use, operation, repair, maintenance, relocation or removal of the facilities; and, further, shall keep the Bethlehem Companies free and harmless from and indemnify them against any and all claims for or in respect of injury to or death of any employee of the Grantee or of any representative of the Grantee suffered or incurred while in or on the premises of the Bethlehem Companies in the course of construction, erection, use, operation, repair, maintenance, relocation or removal of the facilities, however any such injury or death may be caused and whether or not it may have been caused or may be alleged to have been caused by any act or omission, ~~whether negligent or otherwise~~, of any of the Bethlehem Companies or any employee thereof or by the condition of the premises or otherwise. The term "Bethlehem Companies" shall be deemed to include the Grantor, its successors and assigns, Bethlehem Steel Corporation, a Delaware corporation, its successors and assigns, and all companies and corporations directly or indirectly subsidiary to said Bethlehem Steel Corporation, its successors or assigns, and the successors and assigns of any of them. **and expense**

9. If at any time or from time to time it shall become necessary or desirable in the opinion of the Grantor to change the location of the facilities or any part thereof in order to facilitate any ~~use or uses~~ which the Grantor may desire to make of its property, the Grantee shall at its own expense, at the request of the Grantor, remove the facilities or such part thereof and relocate them or it at such other place or places on lands then owned by the Grantor as the Grantor may designate. All of the covenants, agreements, terms and conditions hereof shall continue to apply to the construction, erection, use, operation, repair, maintenance and removal of the facilities as so removed and relocated to the extent that they are relocated on lands owned by the Grantor.

10. ~~The grant of the foregoing easement and right of way shall not be so construed as to limit in any way the mining rights of the Grantor or such other party or parties as may own or have an interest in mining rights in, under and with respect to said lands in respect of which said easement and right of way is granted, and the Grantor or such other party or parties shall not be required to leave or provide support for the facilities or any part thereof and shall not be liable for any damages which may be caused thereto by reason of the mining and removal of any coal, ore or other minerals underlying said lands.~~

11. If the Grantee shall not within a period of one (1) year from the date hereof exercise the rights granted to it hereunder or if the Grantee shall at any time cease to use the facilities and the non-user shall continue for a period of one (1) year or longer, or if it shall default in the observance or performance of any of the covenants, agreements, terms or conditions set forth herein as to be observed or performed by it and such default shall not have been cured within thirty (30) days after notice thereof shall have been given in writing by the Grantor to the Grantee, the easement and right of way herein granted shall at the option of the Grantor immediately terminate and the Grantee shall thereupon remove the facilities from said lands of the Grantor with all reasonable speed, filling up any holes, trenches or other excavations and restoring said lands so far as possible to their original appearance and condition. The Grantee shall execute such instrument or instruments in confirmation of any such termination as the Grantor may reasonably request in writing. Any part of the facilities remaining on said lands after a period of six (6) months from such termination may be removed or disposed of by the Grantor at the expense of the Grantee or, at the option of the Grantor, shall become and be the absolute property of the Grantor, anything to the contrary hereinabove contained notwithstanding.

12. The failure of the Grantor to insist in any one or more instances upon the strict observance or performance of any of the covenants, agreements, terms or conditions set forth herein to be observed or performed by the Grantee or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement, term, condition or option, but the same shall continue in full force and effect.

The following additional provisions were inserted in this form before the execution and delivery hereof:

13. Anything to the contrary notwithstanding, the parties hereto acknowledge that the facilities may attach to or be located on buildings or other structures of the Grantor. The Grantor shall have no obligation to maintain such buildings or other structures and may remove or demolish such buildings or other structures without being required to provide support for the facilities, or any part thereof, and shall not be liable for any damages which may be caused by reason of such removal or demolition or failure to maintain; provided, however, that the Grantor shall provide one hundred eighty (180) days' written notice to the Grantee prior to any such removal or demolition. If such removal or demolition or failure to maintain shall result in the facilities lacking necessary support, the Grantee may, at its expense, construct such improvements on said lands, as shall have been approved by the Grantor in its sole discretion, as are necessary to provide support for the facilities. Such improvements shall thereafter be deemed part of the facilities.

unless such injury or death was caused by the sole negligence of the Bethlehem Companies or any employee thereof or unless caused by the joint or concurring negligence of the Bethlehem Companies or any employee thereof and the Grantee or any employee thereof in which latter case liability shall be borne by the Grantee and the Bethlehem Companies jointly in accordance with the negligence of the parties, except that the Bethlehem Companies, in either event, shall be credited with the amount of any workmen's compensation payment or award made to the employee of the Grantee.

Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the day and year first above written.

ATTEST:

*James M. Mac*  
Assistant Secretary

BETHLEHEM STEEL CORPORATION,

by *J. P. Parker*

Vice President

ATTEST:

*R. D. Lynd*  
Assistant Secretary

BELL ATLANTIC - MARYLAND, INC.

by *M. B. [Signature]*

Vice President

FORM APPROVED

*R. D. Lynd*  
Attorney

0012279 286

STATE OF MARYLAND

COUNTY OF *Baltimore*

SS.:

On this, the *24<sup>th</sup>* day of *June*, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared *Martin G. Smyle*, who acknowledged himself to be a <sup>*Director*</sup> Vice-President of BELL ATLANTIC - MARYLAND, INC., a corporation, and that he as such <sup>*Director*</sup> Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a <sup>*Director*</sup> Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Elizabeth A. Dawson*  
Notary Public

This instrument has been prepared by Bethlehem Steel Corporation or by one of the parties named in this instrument.

*Glenn M. Price*  
Glenn M. Price

0012279 287

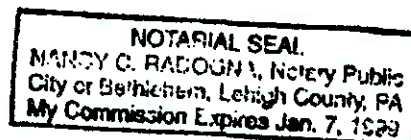
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LEHIGH )

SS.:

On this, the 25<sup>th</sup> day of June, 1997, before me, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared S. G. Donches, who acknowledged himself to be a Vice President of BETHLEHEM STEEL CORPORATION, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

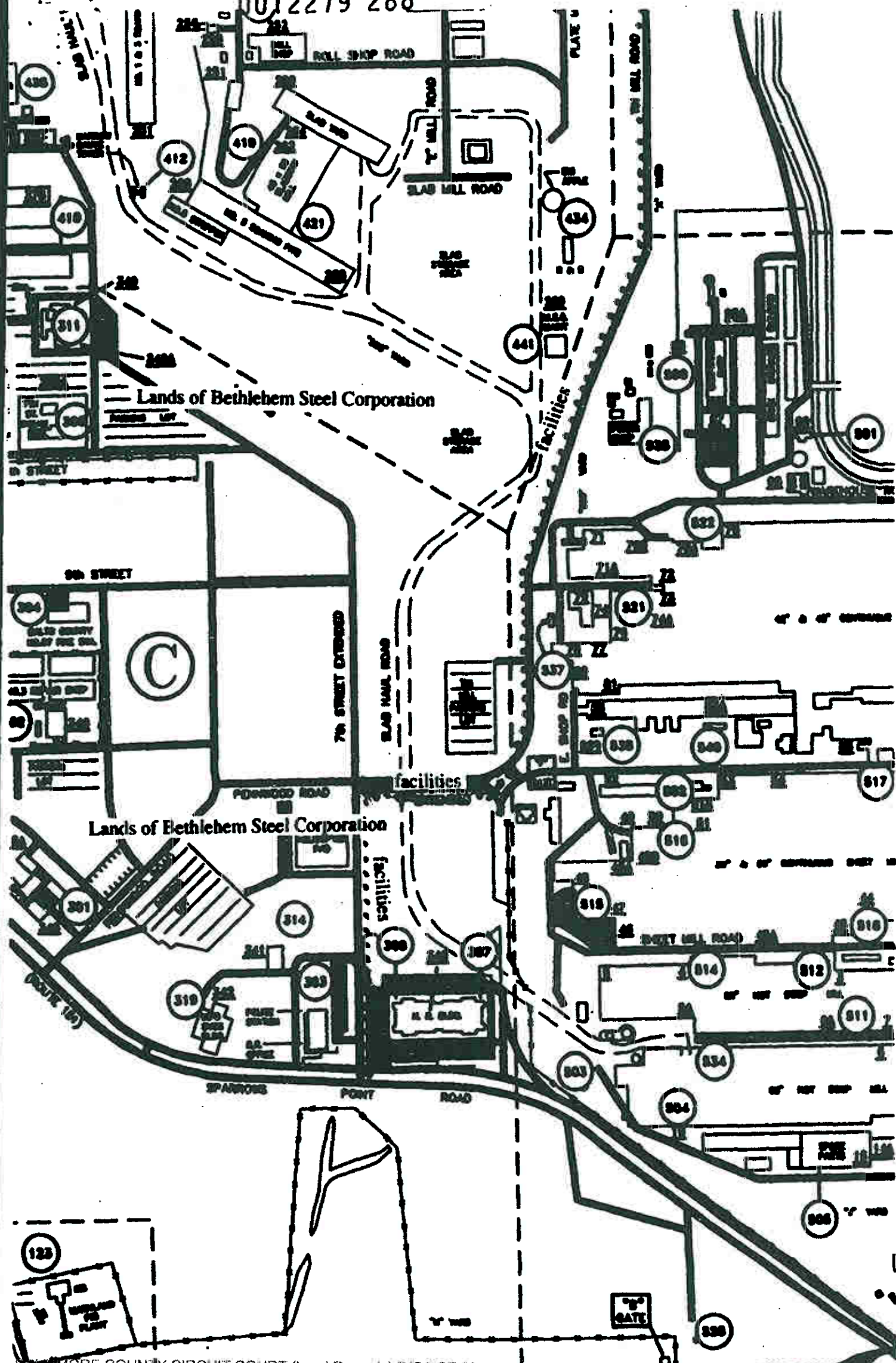
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mandy C. Radogna  
Notary Public





0012279 288

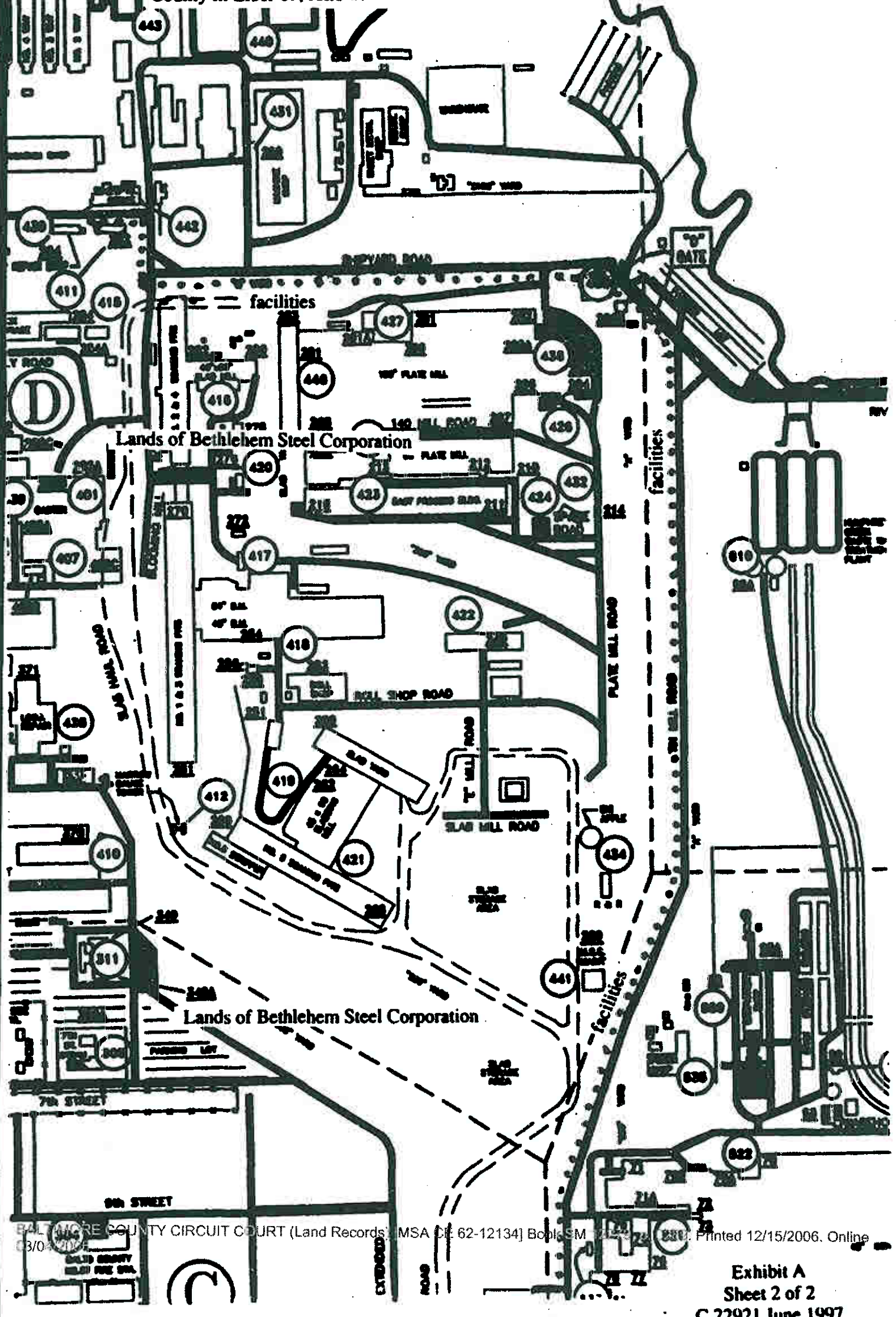


BALTIMORE COUNTY CIRCUIT COURT (Land Records) (MSA CE 62-121341 Book CM 12279, p. 122) Entered 12/15/2005 Online 03/04/2005

Exhibit A  
Sheet 1 of 2  
C 22921 June 1997



Lands part of Subdivision Plat recorded  
among the Land Records of Baltimore  
County in Liber 69, folio 87





0012279 290

**State of Maryland Land Instrument Intake Sheet**  
☐ Baltimore City    ☐ County: \_\_\_\_\_

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

<b>1</b>	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.																																																									
		<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Other <input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Other <input type="checkbox"/> Not an Arms-Length Sale [9]																																																						
<b>2</b>	Conveyance Type Check Box																																																										
<b>3</b>	Tax Exemptions (If Applicable) Cite or Explain Authority	Recordation State Transfer County Transfer																																																									
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TOP END SURE &  
 RECORDING FEE 2.00  
 TOTAL 22.00  
 First DMS Rpt # 28124  
 EN Blk # 823  
 Jul 15, 1997 09:18 am

TRANSFER TAX NOT REQUIRED  
 Director of Budget and Finance  
 BALTIMORE COUNTY MARYLAND  
 Date 10/19/05 Sec 33-100

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-12134] Book SM 12279, p. 0290. Printed 12/15/2006. Online 09/04/2005.

Distribution: White - Clerk's Office  
 Canary - SDAT  
 Pink - Office of Finance  
 Goldenrod - Preparer  
 AOC-CC-300 (6/05)

0012425 425

①

**GRANT OF RIGHT OF ENTRY**

**THIS GRANT OF RIGHT OF ENTRY is dated as of the 30<sup>th</sup> day of September, 1997, and is from BETHLEHEM STEEL CORPORATION, a Delaware corporation, as Grantor to the MARYLAND DEPARTMENT OF THE ENVIRONMENT and to the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, as Grantees.**

**RECITALS**

A. Grantor is the owner in fee simple of the tract of land situate in the Fifteenth (15th) Election District of Baltimore County, Maryland, which is identified as "PARCEL SY AREA - 226/3575 ACRES" on Sheet 1 of 2 of the plan of survey prepared by Whitman, Requeardt and Associates, entitled "SUBDIVISION PLAT OF PART OF THE PROPERTY OF BETHLEHEM STEEL CORPORATION" dated May 28, 1997, and recorded among the Land Records of Baltimore County, Maryland in Liber 69, folio 87. This tract of land is referred to herein as the "Shipyards."

B. Grantor declares that (a) it is the sole owner of the Shipyards and there are no lienholders of the Shipyards and (b) any easement for vehicular ingress and egress granted to the record owner of the Shipyards shall be a non-exclusive easement.

C. By consent decree lodged on February 25, 1997 in the cases of United States v. Bethlehem Steel Corporation, Defendant, Civil Action No. JFM-97-559 and Maryland v. Bethlehem Steel Corporation, Civil Action No. JFM-97-558, in the United States District Court for the District of Maryland, (the "Consent Decree") the Grantor has agreed to take certain actions with respect to its Sparrows Point facility (including the Shipyards) located in Baltimore County, Maryland.

D. Pursuant to Section XXXIV of the Consent Decree, the Grantor is obligated prior to conveying the shipyard to a third party to assure that the Grantees are each given the right to enter upon the shipyard at all reasonable times for the purposes set forth in the Consent Decree.

E. The Grantor has agreed to execute and record this Grant of Right of Entry and this agreement has been made in order to fulfill certain requirements of the Consent Decree.

F. All costs of recording this Grant of Right of Entry shall be borne by the Grantor or its successors or assigns and not by Grantees, and Grantor agrees that it will execute further assurances as may be requisite.

PLEASE RETURN TO:

**CONTINENTAL TITLE COMPANY  
913 SOUTH CHARLES STREET  
BALTIMORE, MARYLAND 21230**

**6-11, 672-97 009**

0012425 426

**NOW, THEREFORE**, the Grantor, pursuant to the requirements of the Consent Decree, hereby grants to the Grantees and their respective successor agencies the right to enter upon and freely move about the Shipyard during the pendency of the Consent Decree, such entries to be for the purposes of monitoring all actions in carrying out the terms of Sections V and VII of the Consent Decree. In the course of monitoring such actions the Grantees' rights shall include, but not be limited to, the inspecting and copying of documents, records, photographs and data; the conducting of such tests, sampling or monitoring as the Grantees, or either of them, or their project coordinators deem necessary; the use of cameras, sound recording and other documentary type equipment; and the verification of the reports and data submitted to the Grantees. While at the Shipyard the Grantees and each of them shall abide by the appropriate portions of the health and safety plans submitted pursuant to Section V.B.4 of the Consent Decree. In the event that the Grantor requests that the Grantees use special protective equipment or that the Grantor's escorts accompany the representatives of the Grantees for health and safety considerations, such escorts and/or equipment must be provided promptly by the Grantor, and shall not be restricted to the Grantor's Environmental Health, Safety and Control Department personnel. Nothing in this Grant of Right of Entry shall be interpreted as limiting the inspection authority of the Grantees under federal and state law.

The rights granted to the Grantees hereunder shall be deemed covenants running with the land that shall burden the Shipyard for the duration of the Consent Decree, and also, in the event that remedial work is required for such additional period of time as may be required for completion of the remedial work, including any operation, maintenance and monitoring period as determined by Grantees. Throughout this period, the Shipyard shall be held, sold, and conveyed subject to the rights granted hereunder. Each conveyance shall be subject to such rights, whether or not the deed or other document conveying an interest in the Shipyard or a portion thereof shall so state. Any document, including deeds, easements, mortgages, leases, licenses, occupancy agreement or any other document conveying any interest in any portion of the Shipyard shall incorporate in full or by reference this Grant of Right of Entry.

Grantees have the right to enforce the terms of this Grant of Right of Entry. The failure of Grantees to enforce the provisions of this Grant of Right of Entry shall not be deemed a waiver of any rights created hereunder. The invalidity of any of the provisions of this Grant of Right of Entry shall not affect any of the other provisions, all of which shall remain in full force and effect.

Nothing herein shall be construed to be a taking of property, or a gift or dedication of the Shipyard to Grantees or to the general public for any purpose whatsoever.

**IN WITNESS WHEREOF**, the Grantor has duly executed this Right of Entry Agreement as of the date first above written.




10/16/23

Sh. 276

STATE OF MARYLAND, County of New York, City of Baltimore to wit:

IN WITNESS WHEREOF I have hereunto set my hand and official seal.  
 BRUCE W. KAHN  
 Notary Public, State of New York  
 No. 02KA5057981  
 Qualified in New York County  
 Commission Expires April 1, 1998

  
 Notary Public

**I hereby certify that the Grant of Right of Entry was prepared by the undersigned who is a member of the Maryland Bar.**

James D. Wright  
Russell R. Rame, Jr.  
J. D. Wright

0012425 428

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Block Ink Only - All Copies Must Be Legible)

1. Type(s) of Instruments	<input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other <u>Conveyance</u> <input type="checkbox"/> Other _____			
	<input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Other _____			
2. Conveyance Type Check Box	<input type="checkbox"/> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Not an Arms-Length Sale			
	Arms-Length [1] _____ Arms-Length [2] _____ Arms-Length [3] _____			
3. Tax Exemptions (If Applicable) Cite or Explain Authority	<input type="checkbox"/> Homestead <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer <u>To gov't</u>			
	Other: _____			
4. Consideration and Tax Calculations	Purchase Price/Consideration \$ _____ Any New Mortgage \$ _____ Balance of Existing Mortgage \$ _____ Other: \$ _____ Other: \$ _____		Finance Office Use Only <b>Transfer and Recording Tax Calculations</b> Transfer Tax Consideration \$ _____ X ( ) % = \$ _____ Long Exemption Amount \$ _____ Total Transfer Tax \$ _____ Recording Tax Consideration \$ _____ X ( ) per \$500 = \$ _____ <b>TOTAL DUE</b> \$ _____	
	Full Cash Value \$ _____		TOTAL DUE \$ _____	
5. Fees	Amount of Fees Dec. 1 Dec. 2 Recording Charge \$ <u>20.00</u> \$ _____ Surcharge \$ <u>2.00</u> \$ _____ State Recording Tax \$ _____ \$ _____ State Transfer Tax \$ _____ \$ _____ County Transfer Tax \$ _____ \$ _____ Other \$ _____ \$ _____ Other \$ _____ \$ _____		Adjusted Tax Due <u>923</u> C.B. Credit _____ Ag. Tax/Other _____	
	District <u>15</u> Property Tax ID No. (1) <u>15-02-001-100</u> Quarter 1/2/3/4 <u>987/205</u> Subdivision Name _____ Lot (3) _____ Block (3) _____ Section (3) _____ Address of Property Being Conveyed (3) <u>226.360 acres, Belthelwood, Baltimore, Baltimore Co., MD 21220</u> Other Property Information (If Applicable) _____		Parcel No. <u>01/100</u> Var. LOG <input type="checkbox"/> (5) Full Address (3) <u>226.360 acres, Belthelwood, Baltimore, Baltimore Co., MD 21220</u> Other Property Information (If Applicable) _____	
6. Description of Property	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).			
	Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Grant Deed <input type="checkbox"/> Assessed <input type="checkbox"/> Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of Spt/Acreage Transferred: _____			
7. Transferred From	Dec. 1 - Grantor(s) Name(s) <u>Bethelwood Steel Corporation</u>		Dec. 2 - Grantor(s) Name(s) _____	
	Dec. 1 - Owner(s) of Record, If Different from Grantor(s) _____		Dec. 2 - Owner(s) of Record, If Different from Grantor(s) _____	
8. Transferred To	Dec. 1 - Grantee(s) Name(s) <u>Maryland Department of the Environment and the United States Environmental Protection Agency</u>		Dec. 2 - Grantee(s) Name(s) _____	
	Dec. 1 - Additional Names to be Indexed (Optional) <u>c/o James D. Fisher, Continental Title Company, 915 S. Charles Street, Baltimore, MD 21220</u>		Dec. 2 - Additional Names to be Indexed (Optional) _____	
9. Other Names to Be Indexed	Dec. 1 - Additional Names to be Indexed (Optional) _____		Dec. 2 - Additional Names to be Indexed (Optional) _____	
	Dec. 1 - Additional Names to be Indexed (Optional) _____		Dec. 2 - Additional Names to be Indexed (Optional) _____	
10. Contact/Mail Information	Instrument Submitted By or Contact Person Name: <u>James D. Fisher</u> Firm: <u>Continental Title Company, Inc.</u> Address: <u>915 S. Charles Street, Baltimore, MD 21220</u> Phone: <u>(410) 527-0022</u>		<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided	
	Name: _____ Firm: _____ Address: _____ Phone: _____		<input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided	
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	Assessment Map Only - Do Not Write Below This Line <input type="checkbox"/> Transfer Verification <input type="checkbox"/> Assessment Verification <input type="checkbox"/> Other _____ Transfer Number _____ Date Received _____ Record Reference _____ Assessed Parcel No. _____ Lot _____ Sub _____ Map _____ Sub _____ Plat _____ Lot _____ Section _____ Parcel _____ Section _____ Orig. Cd. _____ Town Ed. _____ St. St. _____ St. Cd. _____			
Distribution: White - Clerk's Office Canary - SDAT Pink - Office of Finance Gold/Red - Proprietor AOC-CC-300 (2/85)				

NO FD SURE \$ 2.00  
 RECORDING FEE 28.00  
 TOTAL 30.00  
 Rec'd # 38002  
 Blk # 551  
 Dec 80, 1997 09:48 am

TRANSFER TAX NOT REQUIRED  
 Director of Budget and Finance  
 BALTIMORE COUNTY MARYLAND  
 10/6/99 Sec 33-130  
 AUTHORIZED SIGNATURE

BALTIMORE COUNTY  
 03/4/2005

Source: Reserved for County Volition

CIRCUIT COURT (Land Records) [MCA GE 02-12200] Book 3M 12425, p. 0428. Printed 12/15/2000. Online

AGREEMENT dated June 16, 1997, between

PLEASE RETURN TO:  
CONTINENTAL TITLE COMPANY  
913 SOUTH CHARLES STREET  
BALTIMORE, MARYLAND 21230

C-11, 672-97  
937

BETHLEHEM STEEL CORPORATION, a Delaware corporation (hereinafter called "Bethlehem"), and PATAPSCO & BACK RIVERS RAILROAD COMPANY, a Maryland corporation (hereinafter called the "Railroad").

Bethlehem, intending to be legally bound, hereby grants to the Railroad, its successors and assigns, a perpetual easement and right of way for the use, operation, inspection, maintenance, repair, replacement, and abandonment in place or removal of standard gauge railroad tracks, including, rails, railroad ties, track fastenings, switches, switch stands, frogs, crossarms, turnouts, and ballast underlying or attached to said tracks, signals, switch lights, and all appurtenances thereto located on a portion of the tract of land situate in the Fifteenth (15th) Election District of Baltimore County, Maryland, which is identified as "PARCEL SY AREA = 226.3575 ACRES" on the plan of survey prepared by Whitman, Requardt and Associates, entitled "SUBDIVISION PLAT OF PART OF THE PROPERTY OF BETHLEHEM STEEL CORPORATION" dated May 28, 1997, and recorded among the Land Records of Baltimore County, Maryland in Liber 69, folio 87, said tracks being more particularly shown by heavy dark dashed lines on the attached Exhibit entitled "EXHIBIT TO ACCOMPANY AGREEMENT BETWEEN BETHLEHEM STEEL CORPORATION AND PATAPSCO & BACK RIVERS



RAILROAD COMPANY" numbered C 22907 and dated June, 1997, (all such facilities being hereinafter called the "Facilities").

TOGETHER WITH the right of ingress and egress to and over the adjoining lands of Bethlehem in so far as necessary or desirable to provide access to and for the use, operation, inspection, maintenance, repair, replacement, or removal of the Facilities.

RESERVING to Bethlehem, its successors and assigns, the right, and the right to permit others, to use the ground over any part of the Facilities that is buried beneath the surface, between and around any part of the Facilities that is erected on the surface, and beneath any part of the Facilities that is erected on the surface in so far as such use shall not substantially interfere with or obstruct the easement and right of way herein granted.

RESERVING, ALSO, to Bethlehem, its successors and assigns, the right, and the right to permit others, to cross over or under the Facilities or any part thereof with such electric, telephone, telegraph, water, gas, steam, or other lines or pipes and such bridges, railroads, roads, or structures as it may construct or permit to be constructed on, over, or under said lands and the right to attach such utilities to the above-mentioned bridges; provided, however, that any such construction shall be done in accordance with plans and specifications approved in writing by the Railroad, which approval shall not be unreasonably withheld, and on such other reasonable terms as the Railroad shall from time to time require generally of parties wishing to engage in construction over or under the Facilities or attaching to said bridges.

The aforesaid grant is SUBJECT, HOWEVER, to any and all easements, rights of way, restrictions, and encumbrances now affecting said lands or any portion thereof.

Bethlehem and the Railroad, each on behalf of itself, its successors and assigns, hereby agree as follows:

1. Bethlehem shall not construct, install, or erect any facility that would violate any applicable law, ordinance, rule, or regulation of any governmental entity concerning required clearance from the Facilities.
2. Bethlehem shall not alter or disturb the slope of the railroad subgrade without the prior written consent of the Railroad, which may be withheld at the Railroad's sole discretion.
3. The Railroad shall pay all taxes, charges, and assessments levied or assessed upon or in respect of the Facilities when and as due and payable, whether assessed with real or personal property of Bethlehem or separately. If any such tax, charge, or assessment shall be paid in the first instance by Bethlehem, the Railroad shall reimburse Bethlehem therefor within thirty (30) days after written request so to do.
4. The Railroad shall repair all damage to any structures or other property of Bethlehem arising out of the use, operation, inspection, maintenance, repair, replacement, or removal of the Facilities.
5. If the Railroad, pursuant to the aforesaid grant, shall do any digging or excavating in connection with the inspection, maintenance, repair, replacement, or

7. This Agreement supercedes and cancels any and all other Agreements that relate to the Facilities.

0012425 432

- 4 -

removal of the Facilities, then as promptly as possible after such inspection, maintenance, repair, replacement, or removal, as the case may be, shall have been completed the Railroad shall fill up the hole, trench, or other excavation, remove all excess dirt and restore the disturbed land so far as possible to its prior appearance and condition.

6. The use, operation, inspection, maintenance, repair, replacement, abandonment in place, and removal of the Facilities by the Railroad shall conform to standard practice and shall be done in compliance with all applicable laws, ordinances, rules, and regulations of any governmental entity.

IN WITNESS WHEREOF, Bethlehem and the Railroad have executed this Agreement as of the day and year first above written.

ATTEST:

  
Assistant Secretary

BETHLEHEM STEEL CORPORATION,  
by

  
Vice President

ATTEST:

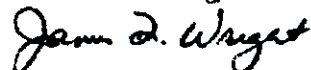
  
Assistant Secretary

PATAPSCO & BACK RIVERS  
RAILROAD COMPANY,

by 

  
Vice President

I hereby certify that the within document was prepared by the undersigned, who is a member of the Maryland Bar

  
James D. Wright

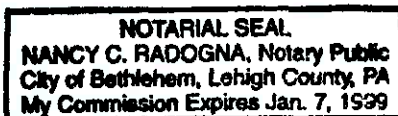


- 5 -

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.:  
 COUNTY OF LEHIGH )

On this, the <sup>14</sup> day of *June*, 1997, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared *S. G. Donches*, who acknowledged himself to be a Vice President of BETHLEHEM STEEL CORPORATION, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



*Nancy C. Radogna*  
 Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.:  
 COUNTY OF LEHIGH )

On this, the <sup>21</sup> day of *June*, 1997, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared *J. C. MATTHEWS*, who acknowledged himself to be <sup>A VICE</sup> ~~the~~ President of PATAPSCO & BACK RIVERS RAILROAD COMPANY, a corporation, and that he as such <sup>VICE</sup> President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as <sup>A VICE</sup> ~~the~~ President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

CMPS120



100 YEAR FLOOD

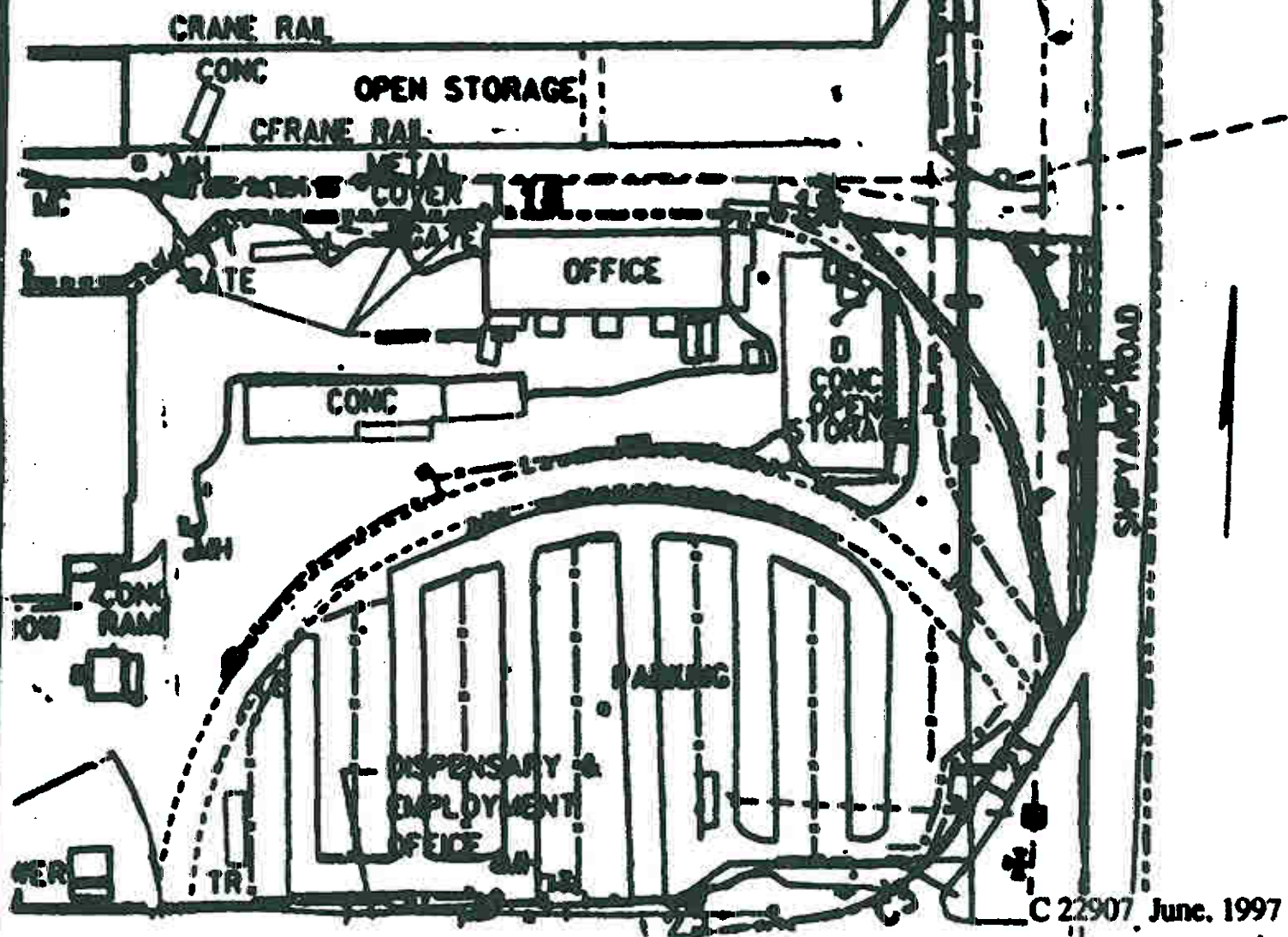
EXHIBIT

425 434

TO ACCOMPANY AGREEMENT BETWEEN BETHLEHEM STEEL  
CORPORATION AND PATAPSCO & BACK RIVERS RAILROAD COMPANY

CHINE SHOP  
TORY BLOC

Part of Subdivision Plat recorded among the Land Records  
of Baltimore County, Maryland in Liber 69, folio 87.



C 22907, June, 1997



0012425 438

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Type(s) of Instruments	<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Improved Sale <input type="checkbox"/> Arma-Length (1) <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Arma-Length (2) <input type="checkbox"/> Other <u>Assignment</u> <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Arma-Length (3) <input type="checkbox"/> Not an Arma-Length Sale (9/SM) <input type="checkbox"/> Other				THE RECORDING FEE \$ 2.00 \$ 28.00 \$ 22.00 \$ 300.00 \$ 552.00 \$ 29.41
	Conveyance Type Check Box Tax Exemptions (If Applicable) Cite or Explain Authority				
Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$		Finance Office Use Only Transfer and Recording Tax Consideration Transfer Tax Consideration \$ X ( ) % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recording Tax Consideration \$ X ( ) per \$500 = \$ TOTAL DUE \$		
	Fees Amount of Fee Recording Charge \$ 20.00 Surcharge \$ 2.00 State Recordation Tax \$ State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$		Agents Tax Bill: C.R. Credit: Ag. Tax/Other:		
Description of Property	Subdivision Name Lot (2a) Block (3a) Sect/AR (3c) Plat Ref. Sq/Ft/Acreage (4) 226.3575 acres		Parcel No. Var. LOG 21/100 6/87		
	Other Property Identifiers (If applicable) Water Meter Account No.		Description of Property Being Conveyed (2) 226.3575 acres, Baltimore, Baltimore Co., MD 21202		
Transferred From	Dec. 1 - Grantor(s) Name(s) Baltimore Steel Corporation		Dec. 2 - Grantor(s) Name(s)		
	Dec. 1 - Owner(s) of Record, if Different from Grantor(s)		Dec. 2 - Owner(s) of Record, if Different from Grantor(s)		
Transferred To	Dec. 1 - Grantee(s) Name(s) Patuxent & Dock Rivers Railroad Company		Dec. 2 - Grantee(s) Name(s)		
	New Owner's (Grantee) Mailing Address c/o James D. Fisher, Contracted Title Company, 903 S. Charles Street, Baltimore, MD 21202		Dec. 1 - Additional Names to be Indexed (Optional) Dec. 2 - Additional Names to be Indexed (Optional)		
Other Names to Be Indexed	Dec. 1 - Additional Names to be Indexed (Optional)		Dec. 2 - Additional Names to be Indexed (Optional)		
	Dec. 1 - Additional Names to be Indexed (Optional)		Dec. 2 - Additional Names to be Indexed (Optional)		
Contact/Mail Information	Instrument Submitted By or Contact Person Name: James D. Fisher Firm: Contracted Title Company, Inc. Address: 903 S. Charles Street, Baltimore, MD 21202 Phone: (410) 552-0780		<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided		
	11. WARRANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER.		Assessment Information Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Will the property being conveyed be the grantor's principal residence? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Does transfer include personal property? If yes, identify: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).		
TRANSFER TAX NOT REQUIRED Director of Budget and Finance BALTIMORE COUNTY, MARYLAND 10/16/97 See 53-150 HCR	Assessment Use Only - Do Not Write Below This Line Taxable Number: 19 Assessed: 19 Dec. Ref: 19 Assessed Property No.: Land: 19 Building: 19 Total: 19 Remarks:		Assessment Use Only - Do Not Write Below This Line Taxable Number: 19 Assessed: 19 Dec. Ref: 19 Assessed Property No.: Land: 19 Building: 19 Total: 19 Remarks:		
	Distribution: White - Clerk's Office Green - SDAT Pink - Office of Finance Goldendred - Proprietor AOC-CC-300 (2/95)		Distribution: White - Clerk's Office Green - SDAT Pink - Office of Finance Goldendred - Proprietor AOC-CC-300 (2/95)		



0012263 523

# RIGHT OF WAY AGREEMENT

R/W 28853

JOB

THIS AGREEMENT WAS MADE WITHOUT MONETARY CONSIDERATION.

## TAX STAMPS

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

\$0 7/2/97  
By Date

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE JP 7/2/97  
DATE

## RECORDATION FEE

HEREBY CERTIFY that this instrument has been prepared by the  
BALTIMORE GAS AND ELECTRIC COMPANY

BALTIMORE GAS AND ELECTRIC COMPANY

BY: Joseph Cuccio  
Joseph Cuccio

ATTENTION: Land Recordation Office  
After Recordation

Please Return Document To:

BALTIMORE GAS & ELECTRIC CO.  
Rm. 302 Front St. Bldg. -- R/W File  
Baltimore, MD 21203-1475

For Contact By Telephone Call:  
(410) 291-3338

THIS AGREEMENT dated the 26<sup>th</sup> day of June

, 1977, by and between

BETHLEHEM STEEL CORPORATION,

a—Delaware corporation (hereinafter sometimes called the "Grantor"), party of the first part,  
and BALTIMORE GAS AND ELECTRIC COMPANY,

a—Maryland corporation (hereinafter sometimes called the "Grantee"), party of the second part;

## WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, and of the covenants and agreements on the part of the Grantee to be kept and performed as hereinafter set forth, the Grantor does hereby grant to the Grantee, its successors and assigns, an easement and right of way for the construction, erection, use, operation, repair, maintenance and removal of Existing and proposed overhead and underground electric lines including but not limited to poles, crossarms wires, anchors, guys, conduits, cables, transformers, switchgear, pads appurtenant equipment and enclosures

(hereinafter sometimes referred to as "the facilities") on, over, across, under or through, as the case may be, those certain lands of the Grantor (hereinafter sometimes referred to as "said lands"), in the Fifteenth (15) Election District, Baltimore County, Maryland,

all as more fully shown on 4 prints designated Exhibits A, B, C, AND D on the print or map, numbered and dated June 26, 1997, which is attached hereto and made a part hereof.

TOGETHER WITH the right of ingress and egress to and over said lands and any adjoining lands of the Grantor in so far as necessary for the construction, erection, repair, maintenance or removal of the facilities and the right to trim or cut down any tree which may endanger, or interfere with the use or operation of, any wire, cable or line constituting part of the facilities.

RESERVING to the Grantor, its successors and assigns, the right, and the right to permit others, to use the ground (a) over any facilities buried beneath the surface, (b) between and around any facilities erected on the surface and (c) beneath any facilities suspended or erected above the surface, in so far as such use shall not substantially interfere with or obstruct the easement herein granted; and RESERVING, ALSO, to the Grantor, its successors and assigns, the right, and the right to permit others, to cross over or under the facilities or any part thereof with such electric, telephone, telegraph, water, gas, steam or other lines or pipes and such bridges, railroads, roads or structures as it may construct or permit to be constructed on, over or under said lands.

The aforesaid grant is SUBJECT, HOWEVER, to any and all easements, rights of way, restrictions and encumbrances now affecting said lands or any portion thereof, and to any and all mortgages now constituting liens upon said lands, and also to the lien of any and all existing or future mortgages to which the Grantor, its successors or assigns, may at any time hereafter subject said lands; it being the intention, however, that the facilities shall be and remain the sole property of the Grantee and shall not be regarded as fixtures or permanent additions to the freehold.

IN CONSIDERATION of the granting of the foregoing easement and right of way, the Grantee does hereby covenant and agree with the Grantor as follows, and said easement and right of way is hereby granted solely upon and subject to the following terms and conditions:

1. The Grantee shall pay nothing for this grant.
2. The Grantee shall pay all taxes, charges and assessments levied or assessed upon or in respect of the facilities when and as due and payable, whether assessed with real or personal property of the Grantor or separately. If any such tax, charge or assessment shall be paid in the first instance by the Grantor, the Grantee shall reimburse the Grantor therefor within ten (10) days after written request so to do.
3. If the Grantee shall cut or trim any tree or branch pursuant to the aforesaid grant, the cutting or trimming shall be done in such manner as to cause the least possible damage to the tree and, unless otherwise provided herein, all trees cut down and all branches, trimmings and refuse cut or trimmed from trees shall be burned or otherwise destroyed or removed from said lands.
4. The Grantee shall repair all damage to the fences or structures of the Grantor or of its tenants arising out of the construction, erection, use, operation, repair, maintenance or removal of the facilities and shall promptly pay for any damage or injury of any kind or nature to property of the Grantor or of its tenants arising out of the same.
5. If the Grantee, pursuant to the aforesaid grant, shall do any digging or excavating in connection with the construction, erection, repair or removal of the facilities, then as promptly as possible after such construction, erection, repair or removal, as the case may be, shall have been completed, the Grantee shall fill up the hole, trench or other excavation, remove all excess dirt and restore said lands so far as possible to their original appearance and condition.
6. The construction, erection, use, operation, repair, maintenance and removal of the facilities shall conform to standard practice and shall be done in compliance with all laws, ordinances, rules and regulations of any governmental body having jurisdiction in the premises.
7. In its construction, erection, use, operation, repair, maintenance and removal of the facilities, the Grantee shall not interfere with or damage any electric, telephone, telegraph, water, gas, steam or other line or pipe then in place or any bridge, railroad, building or other structure then constructed. All unburied wires and cables constituting part of the facilities shall be sufficiently high above the surface of the ground as not to interfere with the normal use of said lands and shall clear any building or other structure now or hereafter erected on said lands by as much distance as the Grantor may from time to time specify to the Grantee in writing.

2 - 5 9

R/W 28853

BETHLEHEM STEEL CORPORATION

JUNE 27, 1997

8. The Grantee shall keep the Bethlehem Companies free and harmless from and indemnify them against any and all claims for or in respect of injury (including death) or damage of any kind or nature to the person or property of the Bethlehem Companies or of any employee thereof or of any other person caused by or in the course of construction, erection, use, operation, repair, maintenance, relocation or removal of the facilities; and, further, shall keep the Bethlehem Companies free and harmless from and indemnify them against any and all claims for or in respect of injury to or death of any employee of the Grantee or of any representative of the Grantee suffered or incurred while in or on the premises of the Bethlehem Companies in the course of construction, erection, use, operation, repair, maintenance, relocation or removal of the facilities, however any such injury or death may be caused and whether or not it may have been caused or may be alleged to have been caused by any act or omission, ~~negligence or otherwise~~, of any of the Bethlehem Companies or any employee thereof or by the condition of the premises or otherwise. The term "Bethlehem Companies" shall be deemed to include the Grantor, its successors and assigns, Bethlehem Steel Corporation, a Delaware corporation, its successors and assigns, and all companies and corporations directly or indirectly subsidiary to said Bethlehem Steel Corporation, its successors or assigns, and the successors and assigns of any of them.

9. If at any time or from time to time it shall become necessary or desirable in the opinion of the Grantor to change the location of the facilities or any part thereof in order to facilitate any use or uses which the Grantor may desire to make of its property, the Grantee shall at its own expense, at the request of the Grantor, remove the facilities or such part thereof and relocate them or it at such other place or places on lands then owned by the Grantor as the Grantor may designate. All of the covenants, agreements, terms and conditions hereof shall continue to apply to the construction, erection, use, operation, repair, maintenance and removal of the facilities as so removed and relocated to the extent that they are relocated on lands owned by the Grantor.

10. ~~The grant of the foregoing easement and right of way shall not be so construed as to limit in any way the mining rights of the Grantor, or such other party or parties as may now or hereafter be entitled to mining rights, in, under and with respect to said lands in respect of which said easement and right of way is granted, and the Grantor or such other party or parties shall not be required to leave or provide support for the facilities or any part thereof and shall not be liable for any damages which may be caused thereto by reason of the mining and removal of any coal, ore or other minerals underlying said lands.~~

11. If the Grantee shall not within a period of one (1) year from the date hereof exercise the rights granted to it hereunder or if the Grantee shall at any time cease to use the facilities and the non-user shall continue for a period of one (1) year or longer, or if it shall default in the observance or performance of any of the covenants, agreements, terms or conditions set forth herein as to be observed or performed by it and such default shall not have been cured within thirty (30) days after notice thereof shall have been given in writing by the Grantor to the Grantee, the easement and right of way herein granted shall at the option of the Grantor immediately terminate and the Grantee shall thereupon remove the facilities from said lands of the Grantor with all reasonable speed, filling up any holes, trenches or other excavations and restoring said lands so far as possible to their original appearance and condition. The Grantee shall execute such instrument or instruments in confirmation of any such termination as the Grantor may reasonably request in writing. Any part of the facilities remaining on said lands after a period of six (6) months from such termination may be removed or disposed of by the Grantor at the expense of the Grantee or, at the option of the Grantor, shall become and be the absolute property of the Grantor, anything to the contrary hereinabove contained notwithstanding.

12. The failure of the Grantor to insist in any one or more instances upon the strict observance or performance of any of the covenants, agreements, terms or conditions set forth herein to be observed or performed by the Grantee or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement, term, condition or option, but the same shall continue in full force and effect.

The following additional provisions were inserted in this form before the execution and delivery hereof:

\* unless such injury or death was caused by the sole negligence of the Bethlehem Companies or any employee thereof or unless caused by the joint or concurring negligence of the Bethlehem Companies or any employee thereof and the Grantee or any employee thereof in which latter case liability shall be borne by the Grantee and the Bethlehem Companies jointly in accordance with the negligence of the parties, except that the Bethlehem Companies, in either event, shall be credited with the amount of any workmen's compensation payment or award made to the employee of the Grantee.

Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the day and year first above written.

ATTEST:

*[Signature]*  
Assistant Secretary

BETHLEHEM STEEL CORPORATION,

by *[Signature]*

Vice President

WITNESS:

*[Signature]*

BALTIMORE GAS AND ELECTRIC COMPANY,

by *[Signature]*

THEODORE J. BERZINSKI

DIRECTOR PROJECT MANAGEMENT SECTION



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LEHIGH )

SS.:

On this, the 27<sup>th</sup> day of June, 1997, before me, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared R. A. Rudyki, who acknowledged himself to be a Vice President of BETHLEHEM STEEL CORPORATION, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy A. Midash  
Notary Public

NOTARIAL SEAL  
DOROTHY A. MIDASH, Notary Public  
City of Bethlehem, Lehigh County, PA  
My Commission Expires Dec. 7, 2000

+ of 9

STATE OF MARYLAND )  
 ) SS.:  
CITY OF BALTIMORE )

On this , the 26th day of June, 1997, before me, a Notary Public of the State of Maryland in and for Harford County, personally appeared Theodore J. Berzinski, Director of the Project Management Section of the Distribution Engineering Department of the BALTIMORE GAS AND ELECTRIC COMPANY, being authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation by himself as Director, Project Management.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Joseph Cuomo, Notary Public

My Commission Expires April 1, 2000

5 of 9





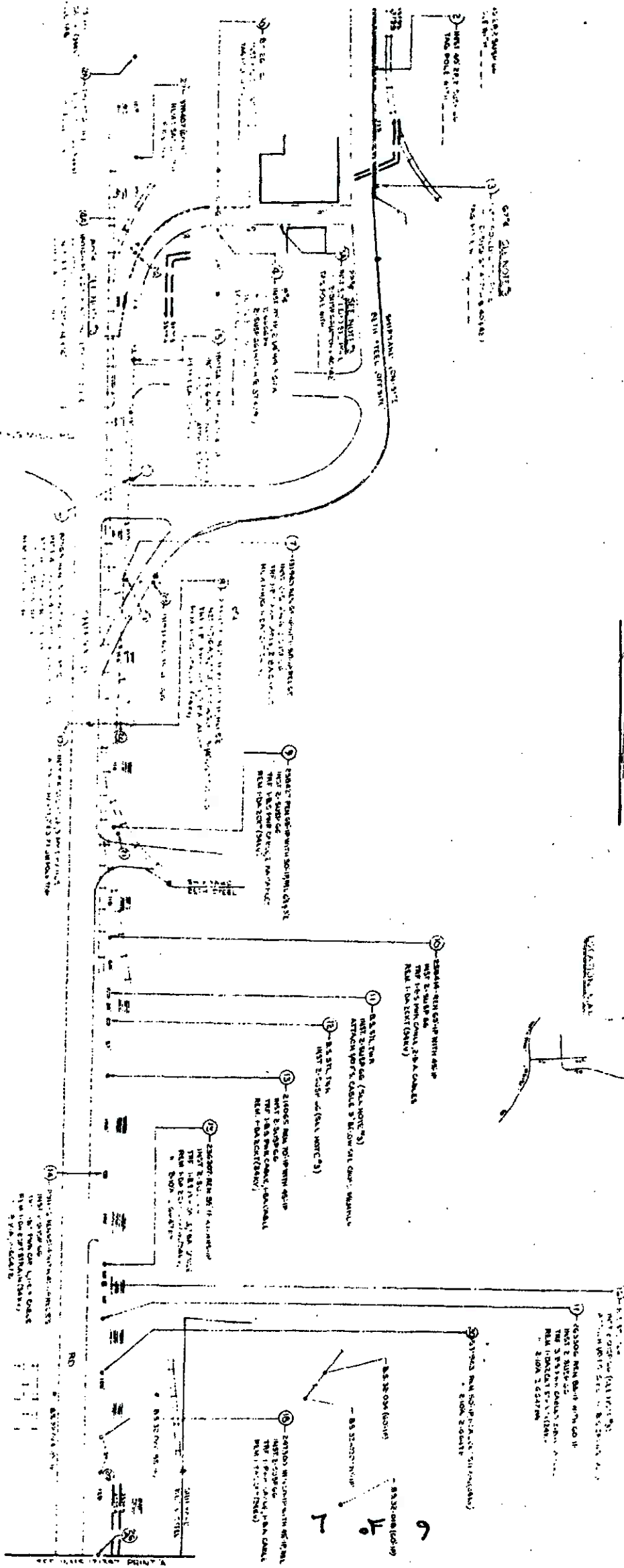
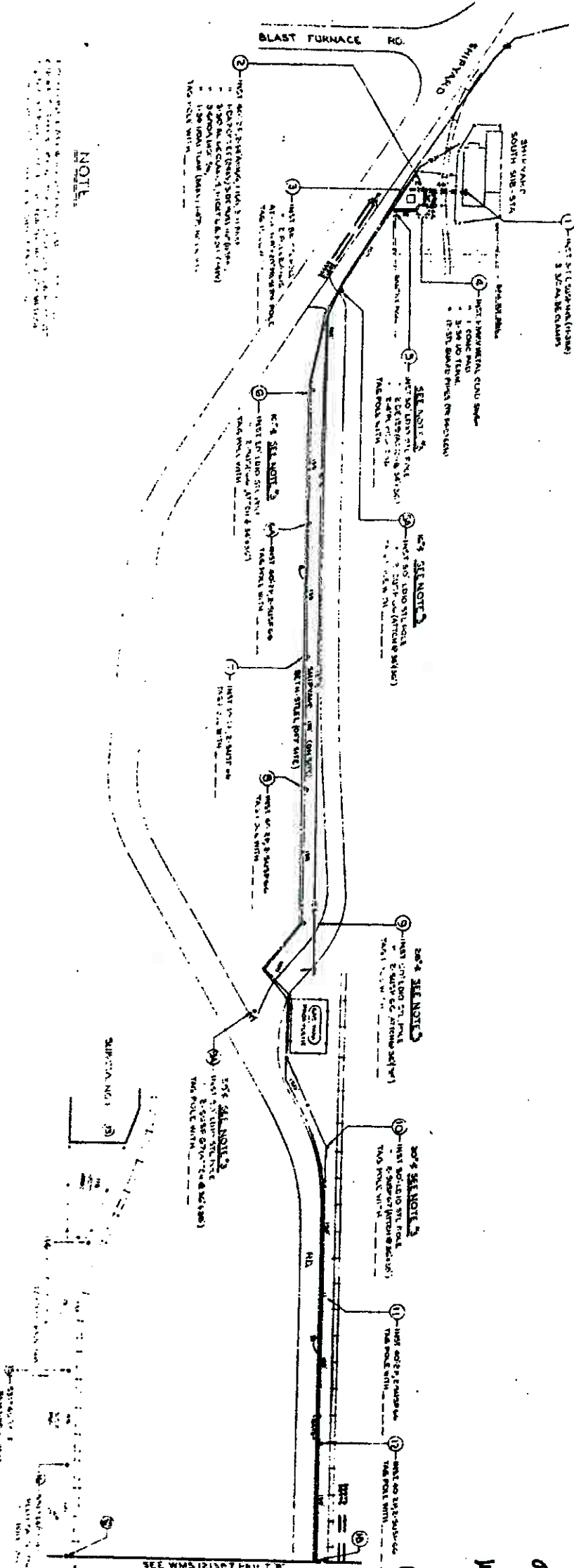
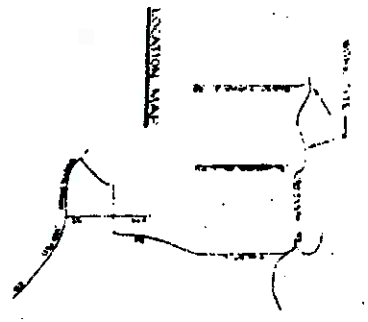
[illegible]

EXHIBIT C  
JUNE 26, 1997



NOTE:

0 OF 9

PROJECT NO.		DATE		DRAWN BY		CHECKED BY		APPROVED BY	
12268		6/26/97		J. H. HARRIS		J. H. HARRIS		J. H. HARRIS	
PROJECT NAME		PROJECT LOCATION		PROJECT STATUS		PROJECT TYPE		PROJECT CLASS	
BLAST FURNACE		ON-VALVE		SAMPLING		INDUSTRIAL		ENVIRONMENTAL	
PROJECT DESCRIPTION		PROJECT OBJECTIVES		PROJECT SCOPE		PROJECT BUDGET		PROJECT RISK	
SAMPLING POINTS		SAMPLING METHOD		SAMPLING FREQUENCY		SAMPLING VOLUME		SAMPLING ANALYSIS	
1-11		1-11		1-11		1-11		1-11	
SAMPLING RESULTS		SAMPLING COMMENTS		SAMPLING CONCLUSIONS		SAMPLING RECOMMENDATIONS		SAMPLING ACTION PLAN	
1-11		1-11		1-11		1-11		1-11	

**EXHIBIT D**  
**JUNE 26, 1997**

LOCATION MAP

1. POLY LINE 1  
2. POLY LINE 2  
3. POLY LINE 3  
4. POLY LINE 4  
5. POLY LINE 5  
6. POLY LINE 6  
7. POLY LINE 7  
8. POLY LINE 8  
9. POLY LINE 9  
10. POLY LINE 10

PRINT A  
SHIC 400700  
(ON SITE)

PRINT X  
SHIC 400700  
(OFF SITE)

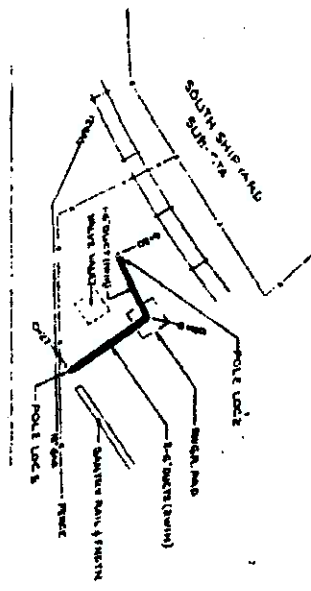
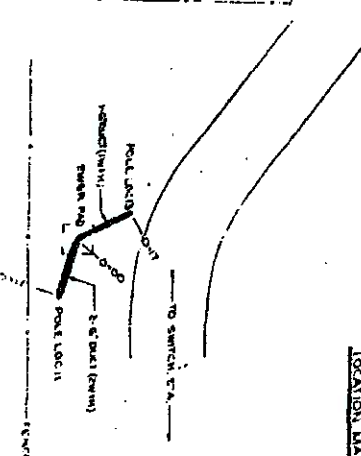
PLAN  
SCALE: 1" = 80'

PRINT C  
SHIC 400700  
(ON SITE)

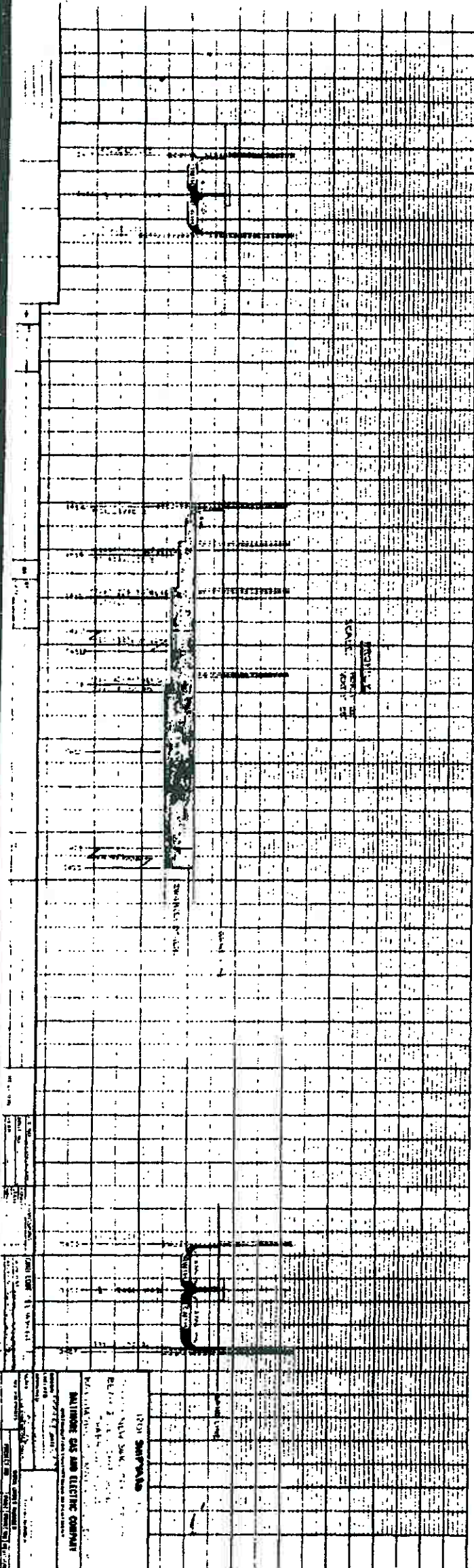
SHIP YARD

RD.

NORTH SHIPYARD  
SUB 17A



9 - 9





# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached. <input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other <input type="checkbox"/> R/W <input type="checkbox"/> Other <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input checked="" type="checkbox"/> AGREEMENT		THE ED. SURE & RECORDING FEE 2.00 TOTAL 22.00 NEW BMS Rpt # 27065 SH EN Blk # 188 JUL 02, 1997 02:10 PM	
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale <input type="checkbox"/> Arms-Length [1]	<input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Arms-Length [2]	<input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]
3	Tax Exemptions (If Applicable)	<input type="checkbox"/> Recordation <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer			
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ -0- Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$ -0-		Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X ( ) % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X ( ) per \$500 = \$ TOTAL DUE \$	
5	Fees	Amount of Fees Recording Charge \$ 20.00 Surcharge \$ 2.00 State Recordation Tax \$ State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$		Doc. 1 Doc. 2 Agent: Tax Bill: C.B. Credit: Ag. Tax/Other:	
6	Description of Property	District 15E Subdivision Name Lot (3a) Block (3b) Sect/AR(3c)	Map 110/11/115 Parcel No. 312,315, 318, 319, 448 Plat Ref. (5) SqFt/Acreage (4)	Location/Address of Property Being Conveyed (2) SHIPYARD RD., PLATE MILL RD., BLOOMING HILL RD., & BLAST FURNACE RD. Other Property Identifiers (if applicable) Water Meter Account No.	
7	Transferred From	Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed: Dec. 1 - Grantor(s) Name(s) BETHLEHEM STEEL CORPORATION Dec. 2 - Grantor(s) Name(s) Dec. 1 - Owner(s) of Record, if Different from Grantor(s) Dec. 2 - Owner(s) of Record, if Different from Grantor(s) Dec. 1 - Grantee(s) Name(s) Dec. 2 - Grantee(s) Name(s) New Owner's (Grantee) Mailing Address			
8	Transferred To	Dec. 1 - Additional Names to be Indexed (Optional) Dec. 2 - Additional Names to be Indexed (Optional)			
9	Other Names to Be Indexed	Dec. 1 - Additional Names to be Indexed (Optional) Dec. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: RICHARD GALE Firm: BALTIMORE GAS & ELECTRIC CO. Address: RM. 302 FRONT ST., R/W FILE BALTIMORE, MD. 21203 Phone: (410) 291-3338 <input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input checked="" type="checkbox"/> Return Address Provided			
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information Yes <input type="checkbox"/> No <input type="checkbox"/> Will the property being conveyed be the grantee's principal residence? Yes <input type="checkbox"/> No <input type="checkbox"/> Does transfer include personal property? If yes, identify: Yes <input type="checkbox"/> No <input type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
Assessment Use Only - Do Not Write Below This Line Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Proceed Verification <input type="checkbox"/> Transfer Number: 10 Date Received: 19 Geo. Map Sub Block Land Zoning Grid Plat Lot Building Use Parcel Section Occ. Cd. Total Town Cd. Ex. St. Ex. Cd. REMARKS: Distribution: White - Clerk's Office Canary - SDAT Pink - Office of Finance Goldenrod - Preparer AOC-CC-300 (8/96)					

TRANSFER TAX NOT REQUIRED  
 Director of Budget and Finance  
 BALTIMORE COUNTY MARYLAND  
 Per [Signature]  
 Date 7/2-92 Sec 33-139 R/c

DEED

THIS DEED, dated June 8, 2006, from SPS Limited Partnership LLLP, a Maryland limited liability limited partnership, Grantor, to SPS Limited Partnership LLLP, a Maryland limited liability limited partnership, and SPS 35, LLC, a Maryland limited liability company, Grantees.

Grantor, for a consideration of FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$4,800,000) grants, conveys and assigns to the Grantees and their respective successors and assigns, as tenants in common, in fee simple, the tract of land situated in the Fifteenth (15<sup>th</sup>) Election District of Baltimore County, Maryland, which is identified as "PARCEL SY AREA = 226.3575 ACRES" on the plan of survey prepared by Whitman, Requardt and Associates, entitled "SUBDIVISION PLAT OF PART OF THE PROPERTY OF BETHLEHEM STEEL CORPORATION" dated May 28, 1997, and recorded among the Land Records of Baltimore County, Maryland in Liber 69, folio 87 (the "Subdivision Plat").

BEING the premises conveyed by Baltimore Marine Industries, Inc., a Delaware corporation, to the Grantor by Deed dated March 4, 2004 and recorded in the Land Records of Baltimore County in Liber 19710, folio 727.

BEING the premises conveyed by Bethlehem Steel Corporation, a Delaware corporation ("Bethlehem") to Grantor by Deed dated September 30, 1997 and recorded in the Land Records of Baltimore County in Liber 12425, folio 436 (the "1997 Bethlehem/BMI Deed").

BEING (a) part of the premises that were conveyed by Bethlehem to Beth-Mary Steel Corporation by Indenture dated December 8, 1936, and recorded among said Land Records in Liber C.W.B.Jr. No. 987, folio 205, (b) the area covered by the construction and fill permit issued to Bethlehem-Sparrows Point Shipyard, Inc., predecessor in interest to Bethlehem, by the Maryland Port Authority dated June 2, 1958 and (c) the area covered by the construction and fill permit issued to Bethlehem by the Maryland Port Authority dated December 16, 1969. Said Beth-Mary Steel Corporation, a Maryland corporation, merged with and into said Bethlehem Steel Company pursuant to Plan and Agreement of Merger dated December 15, 1936, and recorded in the Office of the Tax Commission of the State of Maryland in Liber No. 139, folio 8. Said Bethlehem Steel Company merged with and into Bethlehem pursuant to Plan and Agreement of Merger effective midnight December 31, 1964, and recorded among said Land Records in Liber R.R.G. No. 4411, folio 120.

TOGETHER WITH all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

TOGETHER, ALSO, WITH the non-exclusive right, as an appurtenance to the above-described tract of land to pass and repass at any time and from time to time with persons, vehicles, materials and machinery, but subject to the limitations set forth below and the rights of third parties, between the above-described tract of land and Maryland Route 158 (also known as Bethlehem Boulevard) over and along the two (2) private roads known as Riverside Drive and

Shipyard Road (together the "Access Road"), of varying widths, the present corridor of which is designated on the above-mentioned plan as "INGRESS EGRESS EASEMENT".

EXCEPTING AND RESERVING to Bethlehem, its successors and assigns, the right to cross over and under the Access Road at any point or points with electric, telephone, telegraph, water, gas, steam or other lines or pipes and with bridges, railroads, roads and other structures.

Bethlehem, its successors and assigns, shall have no obligation to maintain or repair the Access Road other than as it deems necessary or desirable for its or their own purposes.

To the extent permitted by applicable law, the Grantees, and their respective successors and assigns, shall keep the Bethlehem Companies free and harmless from and indemnify them against any and all claims for or in respect of injury (including death) or damage of any kind or nature to the person or property of the Bethlehem Companies or of any employee thereof or of any other person caused by or in the course of the use of the Access Road by the Grantees, and their respective successors and assigns; and, further shall keep the Bethlehem Companies free and harmless from and indemnify them against any and all claims for or in respect of injury to or death of any employee of the Grantee, its successors or assigns, or any person using the Access Road under the Grantee, its successors or assigns, suffered or incurred in the course of using the Access Road, however any such injury or death may be caused and whether or not it may have been caused or alleged to have been caused by any act or omission, whether negligent or otherwise, of any of the Bethlehem Companies or any employee thereof or by the condition of the premises or otherwise. The term "the Bethlehem Companies" shall be deemed to include Bethlehem, its successors and assigns, and all companies and corporations directly or indirectly subsidiary to Bethlehem, its successors or assigns, and the successors and assigns of any of them.

The right of the Grantees, and their respective successors and assigns, to use the Access Road shall be subject to the following terms for the benefit of Bethlehem, its successors and assigns; provided that the right to enforce such terms, although assignable, shall not pass to any third party as an implied appurtenance to any lands or interest in lands that such third party may acquire or otherwise pass to any third party by implication alone:

a. Bethlehem, its successors and assigns, may at any time and from time to time change the location, grade, width and type of construction of the Access Road, it being the intent hereof that the rights herein granted shall not limit in any way Bethlehem's prior rights to substitute other roadways for the Access Road or to relocate, change the grade of, widen or rebuild the Access Road; provided that at all times the Grantees and their respective successors in interest shall have access between the above-described tract of land and a public street.

b. Bethlehem, its successors and assigns, shall have the power to dedicate from time to time to the public all or any part of the Access Road. In making any such dedication, Bethlehem may act in its own name or, at its option, may secure the joinder of the Grantees, or their respective successors in interest. Upon any such dedication, any private rights to use the Access Road so dedicated will terminate pro tanto, whether such rights arise by the grant contained in this instrument or otherwise, and the Grantees and their respective successors in interest shall thereafter use the portions so dedicated only as members of the general public.



c. The Grantees, and their respective successors and assigns, shall comply with, and shall cause all persons using the Access Road pursuant to the rights granted to the Grantees and their respective successors and assigns hereunder to comply with, all general rules and regulations concerning all aspects of the use of the Access Road, including safety and security procedures, that may be prescribed from time to time by Bethlehem, its successors or assigns, and communicated to the Grantees and their respective successors and assigns.

d. Bethlehem, its successors and assigns, shall have the right to maintain, repair, control and operate the gate (the "Gate") restricting vehicular access between Riverside Drive and Shipyard Road in accordance with reasonable security regulations prescribed by Bethlehem, its successors or assigns, and communicated to the Grantees and their respective successors or assigns. The Grantees and their respective successors and assigns, and persons authorized thereby shall be permitted vehicular access through said gate. If the Grantee, its successors or assigns, fail to comply with the above-mentioned security regulations, Bethlehem, its successors or assigns, may pursue any rights it may have at law or in equity including, but not limited to, injunctive relief.

e. The Grantees, in proportion to their respective interests in the property shall reimburse Bethlehem, within fifteen (15) days after receipt of an invoice therefore and any supporting documentation reasonably requested by the Grantees or either of them, for the Grantees' respective share of the costs incurred by Bethlehem, its successors and assigns, in maintaining the Access Road and the Gate and for any damage to the Access Road and the Gate caused by the negligent use thereof by the Grantees or anyone using the Access Road or the Gate under the rights granted to the Grantees and their respective successors and assigns hereunder. The Grantees' respective shares of the cost of maintaining the Access Road and the Gate shall be determined by Bethlehem and shall be based on relative use of the Access Road and the Gate by all users thereof.

f. The Access Road may be used by the employees, agents and business visitors of the Grantees and their respective successors and assigns for the introduction of materials and supplies to the above-described tract of land and the removal of materials and supplies therefrom. Use of the Access Road shall not be by foot.

EXCEPTING AND RESERVING, HOWEVER, to Bethlehem, its successors and assigns, the right to enter upon the above-described tract of land at all reasonable times during the pendency of the Consent Decree lodged on February 25, 1997, in the cases of United States of America v. Bethlehem Steel Corporation Civil Action No. JFM-97-559 and Maryland v. Bethlehem Steel Corporation Civil Action No. JFM-97-558, in the United States District Court for the District of Maryland so that Bethlehem may perform the obligations imposed upon Bethlehem pursuant to the terms and conditions of the Consent Decree. In the event the Environmental Protection Agency of the Maryland Department of the Environment, after receiving the report more particularly referred to in Section V.C. of the Consent Decree requires remedial work to be done on the above-described tract of land, Bethlehem shall have the further right to enter upon the above-described tract of land at all reasonable time to perform such remedial work, including any operation and maintenance work and monitoring. Prior to making

such entries, Bethlehem shall first give the Grantees reasonable notice and shall schedule such entries at such times as will not unreasonably interfere with the Grantees' business operations on the above-described tract of land. This reservation shall be deemed a covenant running with the above-described tract of land that shall burden the above-described tract of land for the duration of the Consent Decree and also, in the event that remedial work is required such additional period of time as may be required for completion of the remedial work. This reservation shall be for the benefit of Bethlehem and its successors and assigns. To the extent permitted by applicable law, Bethlehem shall keep the Grantees free and harmless from and indemnify each of them against any and all claims for or in respect of injury (including death) or damage of any kind or nature to the person or property of the Grantees or any employee thereof or of any kind or nature to the person or property of the Grantees or of any employee thereof or of any other person cause by or in the course of such entering of the above-described tract of land for Bethlehem to perform the obligations imposed on Bethlehem pursuant to the terms and conditions of the Consent Decree; and, further shall keep the Grantees free and harmless from and indemnify them against any and all claims for or in respect of injury to or death of any employee of Bethlehem or of any representative of Bethlehem suffered or incurred while in or on the above-described tract of land in the course of such entries, however, any such injury or death may be caused and whether or not it may have been caused or may be alleged to have been caused by any act or omission, whether negligent or otherwise, of the Grantees or any employee thereof or by the condition of the above-described tract of land or otherwise.

SUBJECT, HOWEVER, (i) to all existing zoning laws and ordinances and to any other federal, state or local laws, ordinances, rules or regulations affecting the above-described tract of land or the use thereof and (ii) to any matters of record or that would be revealed by an inspection or survey of the above-described tract of land.

SUBJECT, MOREOVER, to the effect of the following:

1. Grant of Right of Entry from Bethlehem to the Maryland Department of the Environment and the United States Environmental Protection Agency dated September 30, 1997 and recorded among said Land Records in Liber 12425, folio 425; ✓
2. Agreement between Bethlehem and Patapsco & Back Rivers Railroad Company dated June 16, 1997 and recorded among said Land Records in Liber 12425, folio 429; ✓
3. Agreement between Bethlehem and Bell Atlantic-Maryland, Inc. dated June 24, 1997 and recorded among said Land Records in Liber 12279, folio 284; ✓
4. Agreement between Bethlehem and Baltimore Gas & Electric Company dated June 26, 1997 and recorded among said Land Records in Liber 12268, folio 524; and ✓
5. Agreement between Bethlehem and Baltimore Gas & Electric Company dated June 26, 1997 and recorded among said Land Records in Liber 12268, folio 533. ✓
6. Those covenants set forth in the 1997 Bethlehem/BMI Deed.

SUBJECT FURTHER, to limitations and regulations imposed by the common law and statutory law of the State of Maryland and to the regulatory power of the Federal Government. A portion of the above-described tract of land and improvements comprises filled land or improvement into the bed of navigable water and any such portion are subject to the navigational servitude and regulatory power of the Federal Government including the power to cause removed of said filled land or improvements without payment or compensations; and any land filled subsequent to July 1, 1970 or lying below mean high tide on or after said date are subject to the regulatory power of the State of Maryland over State and private wetlands including the power, in the event of failure to comply with State law, to require restoration of said landing its former condition without compensation.

Anything contained herein to the contrary notwithstanding, in no event shall Bethlehem, Grantor or either of the Grantees be responsible or liable for any consequential damages suffered or incurred in connection with the exercise of the rights granted herein.

SUBJECT FURTHER, to the lien of any deed of trust, indemnity deed of trust, assignment of leases and rents and other security documents (collectively, "Loan Documents") recorded by or for the benefit of First Mariner Bank (the "Lender") against the interests held by the Grantor and the Grantees in the property described above.

Grantor hereby covenants and agrees and the Grantees, by acceptance of their respective interests in the hereinabove described property, shall be deemed to covenant and agree, that neither Grantor nor either of the Grantees has any defense to any right which may be asserted by the Lender under the Loan Documents.

To have and to hold the property unto the Grantees, and their respective successors and assigns, in fee simple, forever, as tenants in common, in the following shares and proportions:

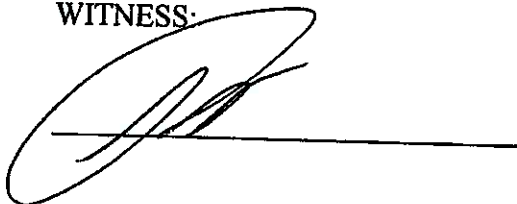
As to SPS Limited Partnership LLLP, a sixty-five percent (65%) undivided interest; and

As to SPS LLC, a thirty-five percent (35%) undivided interest

The Grantor covenants to warrant specifically the property hereby conveyed and to execute such further assurances of the property as may be requisite.

WITNESS the hand and seal of the Grantor.

WITNESS:



SPS LIMITED PARTNERSHIP LLLP

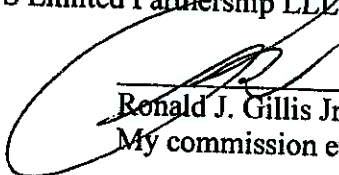
By:  (SEAL)  
Name: Vincent Bartlett  
Title: Manager

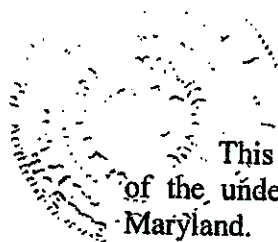


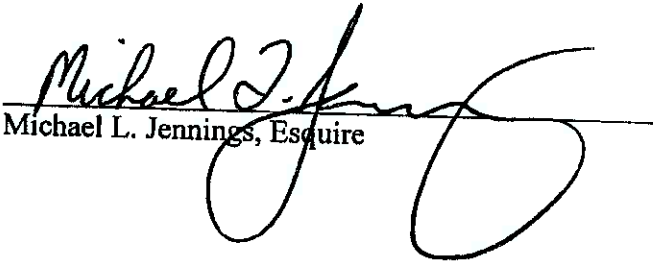
## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 8 day of June, 2006, before me, the undersigned Notary Public, personally appeared the above-named Vincent Saricetta proved to me by satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as the Manager of SPS Limited Partnership LLLP.

  
 Ronald J. Gillis Jr., Notary Public  
 My commission expires: March 8, 2009

 This is to certify that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

  
 Michael L. Jennings, Esquire

Please return to:



**LandAmerica  
Commonwealth**

**06-023066**  
 Commonwealth Land Title Insurance Company  
 31 Light Street, Suite 500  
 Baltimore, MD 21202-1035

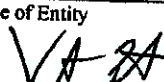
**Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate  
Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	
SPS Limited Partnership, LLLP, a Maryland limited liability partnership	

2. Reason for Exemption	
Resident Status	<input type="checkbox"/> I, Transferor, am a resident of the State of Maryland.
	<input checked="" type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3. Individual Transferors	
Witness	Signature
	Signature
3b. Entity Transferors	
Witness/Attest	SPS Limited Partnership, LLLP a Maryland limited liability partnership
	Name of Entity
	By: 
	VINCENT F. BARLETTA
	Name
	Manager
	Title

0024020 718

State of Maryland Land Instrument Intake Sheet  
Baltimore City County: BaltimoreInformation provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.	
2	Conveyance Type Check Box	<input type="checkbox"/> Deed <input type="checkbox"/> Deed or Trust <input type="checkbox"/> Improved Sale <input type="checkbox"/> Arms-Length [1] <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Arms-Length [2] <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Arms-Length [3] <input type="checkbox"/> Not an Arms-Length Sale [9]	<input type="checkbox"/> Other <input type="checkbox"/> Other
3	Tax Exemptions (if Applicable)	Recordation State Transfer County Transfer	
4	Consideration and Tax Calculations	Cite or Explain Authority	
5	Fees	Consideration Amount Purchase Price/Consideration \$4,800,000.00 Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value: \$	
6	Description of Property	Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X ( ) % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$72000.00 Recordation Tax Consideration \$ X ( ) per \$500 = \$24000.00 TOTAL DUE \$	
7	Transferred From	Amount of Fees Recording Charge \$20.00 Surcharge \$20.00 State Recordation Tax \$ State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$	
8	Transferred To	Doc. 1 Doc. 2	
9	Other Names to Be Indexed	Agent: <u>PAID</u> Tax Bill: <u>PAID</u> C.B. Credit: <u>PAID</u> Ag. Tax/Other: <u>PAID</u>	
10	Contact/Mail Information	District 15 Property Tax ID No. (1) 1502024100 Grantor Liber/Folio 19710/727 Map 110 Parcel No. 464 Subdivision Name Lot (3a) Block (3b) Sect/AR (3c) Plat Ref. 69/87 SqFt/Acreage (4) 211.92	
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Location/Address of Property Being Conveyed (2) Shipyard Road, Baltimore MD 21219 Other Property Identifiers (if applicable) Water Meter Account No.	
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:			
If Partial Conveyance, List Improvements Conveyed:			
Doc. 1 - Grantor(s) Name(s) SPS limited Partnership LLC			
Doc. 2 - Grantor(s) Name(s)			
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			
Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
Doc. 1 - Grantee(s) Name(s) SPS limited Partnership, LLC and SPS 35, LLC			
Doc. 2 - Grantee(s) Name(s)			
New Owner's (Grantee) Mailing Address 600 Shipyard Rd. Baltimore MD 21219			
Doc. 1 - Additional Names to be Indexed (Optional)			
Doc. 2 - Additional Names to be Indexed (Optional)			
Instrument Submitted By or Contact Person Name: Denise L. Nothey 123066-106 Firm: CLTIC Address: 31 Light St Ste 500 Baltimore MD 21202 Phone: (410) 752-7070			
<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided			
Assessment Information Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence? Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify: Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
Assessment Use Only - Do Not Write Below This Line Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification <input type="checkbox"/> Deed Reference: Geo. Map Sub Block Zoning Grid Plat Lot Use Parcel Section Occ. Cd. Town Cd. Ex. St. Ex. Cd.			

White - Clerk's Office  
Canary - SDAT  
Pink - Office of Finance  
Goldenrod - Preparer  
AOC-CC-300 (6/95)